



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

(916) 643-9000 • FAX (916) 399-2058

Jorge A. Aguilar, Superintendent

November 9, 2018

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*Rachel Halbo
Student Board Member*

Sent Via Email (dfisher@saccityta.com)

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Health Plan Savings

Dear Mr. Fisher:

The District is pleased to learn that SCTA wishes to engage in “immediate discussions ... to consider potential health plan savings,” as stated in your letter of November 1, 2018. The District has been seeking SCTA’s cooperation in order to come to an agreement on health plan costs savings for quite some time.

Contrary to the version of events described in your letter, it has been SCTA who has delayed the effectuation of the health plan costs savings that were agreed to in Article 13.1.1 of the tentative agreement ratified on December 7, 2017. As with previous communications, the November 1, 2018, SCTA letter again leads with the position that the Salary Schedule Structure proposed by SCTA must be implemented at any and all costs, despite the explicit limitation of a 3.5% cost increase that was included in the Framework Agreement. Rather than bargain in good faith on this critical matter of health care costs, SCTA has insisted on numerous occasions, including the recent meeting on October 24, 2018 with Dr. John Quinto (Chief Business Officer), Cancy McArn (Chief Human Resources Officer), Tanisha Turner (Employee Compensation Director), Raoul Bozio (In-House Counsel), and CECHCR representatives, that the District acquiesce to SCTA’s Salary Schedule Structure proposal before SCTA comes to any agreement resulting in the reduction to the District’s health care expenditures.

Regarding the Salary Schedule Structure matter, the District believes that full consideration and process must be given to the determination of this important matter. Moreover, contrary to SCTA’s assertion, the reduction in percentage increase to year-over-year health costs did in fact decrease due to the efforts to employ CECHCR to analyze the District’s health care costs and options available on the market. However, these were due to CECHCR and market forces, not any action by SCTA to come to an agreement to effectuate meaningful changes to the health care plan costs as contemplated under Article 13.1.1. In fact, based on the CECHCR reports, SCUSD loses approximately \$735,416 with each subsequent month that passes without implementing a change to health care costs because SCTA has refused to reach an agreement on this matter.

Nevertheless, and despite the above noted points of disagreement, the District also wishes to resume discussions and hopes that SCTA will comply with the language of Article 13.1.1. Relatedly, we are initiating the "sunshining" process of the District's initial proposal for a 2019-2022 successor CBA at the upcoming Board Meeting on November 15, 2018 in order to get a jump start in negotiations and to avoid negotiating in arrears as we did last year. We would like to meet to begin negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018, and we look forward to a productive round of negotiations. To that end, our goal is to come to an agreement with SCTA that will ensure the continued improvement of outcomes for all District students while sustaining the District's fiscal solvency. We plan to approach negotiations with the following norms in mind:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in other negotiators or speakers.

The District would also like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for three to five SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. Lastly, we would also propose retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties.

Again, given your letter of November 1, 2018, we are optimistic that we can come to a mutually beneficial agreement to achieve health care plan costs savings as well as an overall agreement that will benefit students, employees, and our greater community. Please let us know whether you are available to begin these negotiations on Thursday, November 29, 2018; Wednesday, December 5, 2018; and Tuesday, December 11, 2018.

Sincerely,



Jorge A. Aguilar
Superintendent



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

December 11, 2018

BOARD OF EDUCATION

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Trustee Area 5

Rachel Halbo
Student Board Member

Sent Via Email (dfisher@saccityta.com)

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Dear Mr. Fisher:

This correspondence is in regards to the successor contract negotiations with SCTA for 2019-2022. As you are aware, the District presented its initial proposal for negotiations ("sunshine") with all of its labor partners for public hearing and to the Governing Board on November 15, 2018 as required by the Educational Employment Relations Act ("EERA"). As stated in the Executive Summary to each initial proposal, the District presented its initial proposal on that date in an effort to start the bargaining process with our respective labor partners as soon as possible and to help with the District's current budget situation. A copy of the District's sunshine for negotiations with SCTA is attached to this letter for your reference. In our November 9, 2018 letter, we offered you three potential dates for negotiations in late November and early December. To date you have not responded to the District's request to meet.

In our First Interim Report submitted to Sacramento County Office of Education ("SCOE") last week, there was recognition that aspects of strategy to address the District's budget challenges will require negotiations with our labor partners. As part of SCOE's current oversight of the District's fiscal practices and solvency, SCOE has emphasized the importance of the District beginning negotiations with our labor partners immediately and has requested that the District submit a schedule of the collective bargaining process with our labor partners by December 14, 2018.

Based on the urgency of addressing our budget challenges, we would like to commence negotiations immediately. As it remains our desire to work collaboratively to reach resolution as soon as possible while the District works on reducing our deficit spending, we would like to schedule dates to meet with your negotiations team. To that end, please inform me by December 13, 2018, of any two of the following dates that you are available to meet to begin negotiations: Tuesday, December 18th, 2018, Thursday, December 20th, 2018 and Wednesday, January 9th, 2019.

We appreciate your response by December 13, 2018 and willingness to work together with the District to commence negotiations for our successor contract.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachment

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
November 15, 2018
SUNSHINING OF DISTRICT'S INITIAL PROPOSAL TO THE SACRAMENTO CITY
TEACHERS ASSOCIATION (SCTA)
FOR 2019-2022 SUCCESSOR AGREEMENT**

Pursuant to Government Code section 3547, the District's and SCTA's initial bargaining proposals that relate to matters within the scope of negotiations shall be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the District's proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves the reopening of particular articles of the CBA, and to allow the Board an opportunity to provide and receive comment, the District's initial proposal for amending the CBA is presented to the Board at this public meeting for a public reading. The District's initial proposal is also presented to the Board at this meeting for final approval and "sunshining."

The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that will benefit students and employees and ensure the fiscally sustainable operation of the District in the short and long term. As such, and in light of the budget difficulties currently faced by the District, the District is seeking to "sunshine" its initial proposal and commence negotiations with SCTA.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District's initial proposal for public comment, and thereafter adopts the following initial proposal for a 2019-2022 successor agreement. It is the Board's intent that the District work collaboratively with SCTA's negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscal solvency of the District.

ARTICLE 5: HOURS OF EMPLOYMENT

Propose amendments, including but not limited to revising instructional minutes and day schedules.

ARTICLE 6: EVALUATION

Propose amendments, including but not limited to revising evaluation tools and process.

ARTICLE 8: TRANSFERS

Propose amendments, including but not limited to, process and timelines related to the hiring process.

ARTICLE 11: SAFETY CONCERNS

Propose amendments, including but not limited to, resources and supports for employees concerning appropriate student discipline practices and interventions.

ARTICLE 12: COMPENSATION

Propose to negotiate in good faith over compensation within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 13: EMPLOYEE BENEFITS

Propose to negotiate in good faith over employee benefits within the limits of available financial resources. The District may propose other amendments to this Article.

ARTICLE 17: CLASS SIZE

Propose amendments, including but not limited to revising terms, involving maximum and average class sizes loads, formulas, limitations, and specialized programs.

ARTICLE 18: ORGANIZATIONAL RIGHTS

Propose amendments, including but not limited to revising terms involving the use of Association Officer leaves of absences and/or release time.

ARTICLE 21: ORGANIZATIONAL SECURITY

Propose amendments, including but not limited to revising terms involving processing agency fees to ensure compliance with legal requirements.

ARTICLE 26: DURATION

Propose amendments, including but not limited to updating the term of the successor contract.

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2019-2022 successor contract negotiations with SCTA on November 15, 2018.

Superintendent



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

December 21, 2018

BOARD OF EDUCATION

*Jessie Ryan
President
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*Darrel Woo
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Trustee Area 1*

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Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

Sent Via Email (dfisher@saccityta.com)

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: First Negotiation Session

Dear Mr. Fisher:

We are in receipt of your December 13, 2018 letter responding to the District's request to commence negotiations as soon as possible based on the guidance of David Gordon, Sacramento County Superintendent of Schools, who has emphasized the importance of the District beginning negotiations with our labor partners immediately given the District's current budget situation. As stated in the Executive Summary to our initial proposal or "sunshine" that was approved by the Board on November 15, 2018, the District presented its initial proposal early and requested to start the bargaining process with our respective labor partners as soon as possible.

Based on your letter, it is clear that SCTA does not intend to begin negotiations early and will instead make its initial proposal for negotiations in February consistent with Article 25. While we appreciate SCTA's adherence to Article 25, there is nothing in that article that prevents SCTA from making its initial proposal and starting bargaining prior to February. If SCTA remains unwilling to come to the negotiations table in January, we would like to schedule negotiations dates for February so that we can begin negotiating as soon as SCTA makes its initial proposal. The District's negotiating team is currently available on February 11, 13, and 15, 2019.

The District has been directed by SCOE to submit a viable Board-approved budget and multi-year expenditure plan that will reverse the deficit spending trend. We recognize that aspects of the expenditure plan will require negotiations with our labor partners before we can finalize the plan. While we acknowledge that you have submitted ideas to address the District's budget issues, and we look forward to discussing those ideas with you on January 9, 2019, SCTA appears unwilling to begin successor contract negotiations sooner than February.

As we head into negotiations, we want to take an opportunity to share information with and request information from your team relative to the negotiations process. Specifically, we want to inform you that the District's team for negotiations with SCTA on 2019-20 contract negotiations will consist of the following team members:

- Dulcinea Grantham, Attorney/Lead Negotiator
- Raoul Bozio, In-House Counsel
- Cancy McArn, Chief HR Officer
- John Quinto, Chief Business Officer
- Cindy Nguyen, Employee Relations Director
- 2 - 4 additional administrators

Generally, negotiations involve a select reasonable number of representatives from both sides to allow for orderly, informal and frank discussion of the issues confronting negotiators. (*Petaluma Federation of Teachers Local 1881* (2016) PERB Dec. No. 2485; *Muroc Unified School District* (1978) PERB Dec. No. 80.) We note that while in the past your negotiations team has consisted of approximately 6 - 12 team members, you increased your team during the last contract negotiation to over sixty (60) "team members." This is an unreasonable number of negotiation team members and makes it very difficult to effectively accommodate and negotiate. To that end, the District would like to discuss some strategies to make our negotiations sessions more productive, such as providing release time for a reasonable number of SCTA members in addition to the three SCTA officers who are on leave for union business so that we can meet for full day sessions. This will allow the District and SCTA to spend more time focusing on negotiations and reaching agreements during each session.

Prior to our next negotiations date (which is proposed for January 7, 2019), please identify a reasonable number of representatives who will compose your team for negotiations both on outstanding items like health plan savings, and on successor contract negotiations, so that we can ensure adequate space, seating, and copies of materials for all participants.

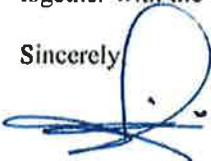
We plan to approach negotiations with the following norms in mind, which we believe have generally guided our approach to negotiations in past years:

- Meetings shall occur at mutually acceptable dates, time, and locations which shall be agreed to by the parties. Adjustments to the agreed upon schedule may only be made by mutual agreement.
- To the extent possible, meetings shall rotate between the District Office and the Union Office.
- The agenda for each session shall be agreed on at the conclusion of the previous session, although it may be altered by mutual agreement.
- The parties agree to engage in conversations with positive intentions.
- As agreements are reached, they shall be put in written form, signed by both parties, dated and timed, and labeled as Tentative Agreements.
- The parties agree to provide advance notice if bringing in attendees other than those included on the negotiations team.

We also remain interested in retaining a neutral facilitator for negotiations who can be mutually agreed upon by the parties as proposed in our November 9, 2018 letter to SCTA.

It is our desire to work collaboratively to reach resolution to negotiations as soon as possible as the District works with SCOE on reducing its deficit spending. We appreciate your willingness to work together with the District throughout this process.

Sincerely



Jorge A. Aguilar
Superintendent



HUMAN RESOURCE SERVICES
P.O. Box 246870 • Sacramento, CA 95824-6870
(916) 643-9050 • FAX (916) 399-2016

Jorge A. Aguilar, *Superintendent*
Cancy McArn, *Chief Human Resources Officer*

BOARD OF EDUCATION

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Trustee Area 2

Christina Pritchett
Trustee Area 3

Mai Vang
Trustee Area 5

Rachel Halbo
Student Board Member

January 17, 2019

David Fisher
President, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819-2333

Re: First Negotiations Session

Dear Mr. Fisher:

We are sharing with you the correspondence the District received from SCOE on January 14, 2019, in which SCOE reiterated its request "that the district quickly identify cuts and expedite actions that could be taken on items that do not require negotiations, while planning for those items that do require negotiations." It is with this urgency regarding our budget status in mind, that the District sunshined early and has requested to initiate negotiations with your bargaining unit immediately. SCTA has made it clear that you will not agree to begin negotiations until after February 7, when you present your initial proposal to the Governing Board. Since November 2018, the District has requested to begin negotiations with you and our other labor partners. We repeated this request in letters dated December 11, 2018 and December 21, 2018. To date, you have not responded to our December 21, 2018 letter offering to begin negotiations with SCTA on February 11, 13, or 15, 2019. You also have not responded to our multiple requests to discuss negotiation norms or ground rules; negotiate for full days to allow for more in-depth discussions; use of a facilitator for negotiations; or identity of the team that will represent SCTA in negotiations. As we did in 2016, the District would like to schedule a pre-negotiations session with the SCTA to discuss these issues.

As SCOE further stated in the January 14, 2019 letter "We are therefore requesting that the district provide this office with concrete calculations on valuations of additional budget reduction items as part of a completed budget reduction plan by January 22, 2019." As such, the District will continue to work on developing specific cost savings proposals to share with you at our upcoming negotiation meetings.

Please let me know by January 21, 2019, which of the February dates offered above will work for our first negotiations session. Also please let me know by January 21, 2019 if you are available to meet on January 28, January 30, January 31, or February 1 in the Florida Conference Room for a pre-negotiations meeting. We look forward to working together to address these crucial matters.

Sincerely,

Cancy McArn
Chief Human Resources Officer



OFFICE OF THE SUPERINTENDENT

5735 47th Avenue • Sacramento, CA 95824

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Jorge A. Aguilar, Superintendent

February 15, 2019

BOARD OF EDUCATION

Sent Via Email (dfisher@saccityta.com)

*Jessie Ryan
President
Trustee Area 7*

*Darrel Woo
Vice President
Trustee Area 6*

*Michael Minnick
2nd Vice President
Trustee Area 4*

*Lisa Murawski
Trustee Area 1*

*Leticia Garcia
Trustee Area 2*

*Christina Pritchett
Trustee Area 3*

*Mai Vang
Trustee Area 5*

*Rachel Halbo
Student Board Member*

David Fisher
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Commencing Negotiation on Successor (2019-2022) Contract

Dear Mr. Fisher:

Since November 2018, the District has sent four letters to SCTA requesting to meet and begin this school year's negotiation cycle and proposing dates for the same. SCTA has not responded to the District's multiple requests to meet and negotiate, instead informing us that it had no interest in beginning negotiations before February 7, 2019, when it would submit its initial bargaining proposal to the Governing Board. At the Board meeting of February 7, 2019, the Board received SCTA's initial proposal for successor contract negotiations for 2019-22. Now that we have received your initial proposal, we assume SCTA is ready to begin negotiations of the successor contract.

We look forward to beginning this critical process and partnering with SCTA as we explore very difficult decisions needed to address our budget deficit and save our schools. As such, we offer to meet with SCTA on: February 20, 2019, 11:00 a.m.-2:30 p.m., February 22, 10:00 a.m.-12:00 p.m., February 25, at 3:00 p.m., February 26, 9:00 a.m.-1:30 p.m., February 27, at 10:00 a.m., February 28, 9:00 a.m. - 1:00 p.m., and March 1, 2019, at 1:00 p.m.

Additionally, the District has made multiple requests since November 2018 to discuss negotiation norms and ground rules; schedule full day negotiation sessions to allow for more in-depth discussions with release time for a reasonable number of team members; team composition for SCTA's bargaining team; and use of a facilitator for negotiations. On the latter, I have been briefed about the longstanding strained relationship between SCTA and the District related to negotiations, therefore, I am again requesting that we select a neutral facilitator who could help us avoid state takeover and save our schools. The District remains interested in discussing these important issues as we begin negotiations.

Please let us know by February 20, 2019, the dates that work for SCTA to begin negotiations as well as your response to the proposals above. We appreciate you providing your initial proposal and your anticipated partnership throughout this process to ensure that we can continue meeting the needs of our students.

Sincerely,

Jorge A. Aguilar
Superintendent

Attachments



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

BOARD OF EDUCATION

March 4, 2019

*Jessie Ryan
President
Trustee Area 7*

Sent Via E-mail: dfisher@saccityta.com

*Darrel Woo
Vice President
Trustee Area 6*

David Fisher
President, Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

*Michael Minnick
2nd Vice President
Trustee Area 4*

Re: Commencing Negotiations on Successor (2019-22) Contract

*Lisa Murawski
Trustee Area 1*

Dear Mr. Fisher:

*Leticia Garcia
Trustee Area 2*

Thank you for your letter dated February 20, 2019 regarding SCTA's position on commencing negotiations on a successor (2019-22) contract. The District has been asking SCTA to agree to commence bargaining on the successor contract since November 2018. We were hopeful that after SCTA presented its initial proposals for negotiations at our February 7, 2019 Board of Education Meeting, that this process would finally begin. However, your letter appears to once again delay our negotiations process.

*Christina Pritchett
Trustee Area 3*

With the threat of state takeover looming, the stakes for our students and families could not be higher. They are depending on us to come together to save our schools by beginning negotiations as soon as possible. It appears from your letter that you are not willing to begin negotiations on a successor contract unless and until the District agrees to meet with SCTA, and the SCOE fiscal advisor, to discuss SCTA's ideas for the District's budget. We believe this meeting has already occurred.

*Mai Vang
Trustee Area 5*

If you are ready to come to the table to negotiate with the District, we reiterate that we are available to meet on any of the following dates and times: March 11, 12, and 15, 2019, all day, and March 13, 2019, until 3 P.M. We also reiterate the requests made in our four prior letters that you provide the names of all of the members of SCTA's bargaining team for the current round of negotiations. We also request that you provide the District with SCTA's position on use of a neutral facilitator for negotiations, scheduling full day negotiations to allow us to work through more issues during each session, and selection of a neutral location for negotiations. Please let me know by March 7, 2019, which of the above dates work to begin negotiations.

*Rachel Halbo
Student Board Member*

For a detailed response to the various allegations in your letter, please see the attached. We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent

Response to Specific Allegations

In your letter, you repeat claims that I have caused strain in the District's relationship with SCTA by backtracking on the framework agreement signed in November 2107. I disagree with your claims that I backtracked on the framework agreement reached with Mayor Steinberg in November 2017. As you know, we have implemented all of the agreements memorialized in our tentative agreement, including:

- The 7.5% salary increase for all SCTA members;
- Awarding of unlimited experience credit;
- Athletic Director Stipends

We have also attempted to implement the provisions of the framework agreement related to school calendar. We have reiterated the District's commitment to adjust the certificated employee salary schedule consistent with the District's agreement to a maximum district expenditure of 3.5%. Given SCTA's different understanding of that agreement, we requested that the Sacramento Superior Court determine whether there is a valid contract subject to arbitration. This was not a failed lawsuit. Rather, it provided the necessary guidance from the court that the issue of contract formation is appropriately considered by the arbitrator. The District looks forward to presenting its case on March 7 and 8 to the arbitrator. Typically, arbitrators allow for closing briefs that are due anywhere between thirty to forty-five days after the arbitration hearing. The arbitrator's decision then typically follows thirty to sixty days later. Thus, your speculation that had the District agreed to a January 7 arbitration hearing, the issue would have been resolved by this date is without any factual foundation.

We have agreed to the March 7 and 8 dates offered by the arbitrator and have requested that if any other March dates open up for the arbitrator he notify the parties so that we can hold an additional day if needed for the hearing. Our attorneys have also reached out to SCTA's attorney to discuss evidentiary issues and timelines for providing materials to the arbitrator in order to move the hearing process along, including agreement to start the arbitration at an early time and continue the arbitration late into the days as needed.

While I appreciate your interest in hearing from the California Education Coalition for Healthcare Reform (CECHCR) on health plan options, the District and SCTA are able to move forward with negotiations proposals without that information. We remain very interested in receiving the information from CECHCR and working with all of our labor partners to look at benefit plan options when that information is available.

Further, you claim that the District has refused to meet with SCTA to discuss your proposals that "are specifically designed to 'avoid state takeover and save our schools.'" This is not the case. As you may recall, we agreed to meet with you on January 9, 2019, but you showed up to the meeting location late after having entered into an unlocked room and set up that room without our awareness. We did receive your "10 Facts" document at that meeting and told you that we would follow up with any questions. Along with President Ryan, I attended a meeting on January 18, 2019 with SCTA, Mike Fine from FCMAT, and Mayor Steinberg during which you were provided an opportunity to share your ideas to address the District's financial challenges. After you presented your ideas/proposal and following that meeting, FCMAT provided a list of your questions to the Sacramento County Office of Education (SCOE) and their responses were sent to you on February 14, 2019. Question 6 from SCTA specifically asked for SCOE to

provide an analysis of certain SCTA suggested budget adjustments. In response, SCOE recommended against SCTA's proposal to change the District's contributions to post-employment benefits. Further, SCOE pointed out an error in SCTA's projected savings about reducing central office administrators. SCOE's analysis demonstrated that SCTA's budget ideas would not adequately address the structural fiscal deficit faced by the District.

Finally, we are working as diligently as we can - even on holidays - to save our schools from a state takeover. Nevertheless, in response to a separate request from you, we will attempt to avoid asking for future responses from SCTA on days that fall on state or federal holidays.



OFFICE OF THE SUPERINTENDENT

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Jorge A. Aguilar, Superintendent

March 14, 2019

BOARD OF EDUCATION

Jessie Ryan
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Rachel Halbo
Student Board Member

Sent Via E-mail: dfisher@saccityta.com

David Fisher, President
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Commencing Negotiations on Successor (2019-22) Contract

Dear Mr. Fisher:

Thank you for your letter dated March 11, 2019 regarding SCTA's position on commencing negotiations on a successor (2019-22) contract. The District has been asking SCTA to agree to commence bargaining on the successor contract since November 2018. We have sent over six communications making this request and have offered twenty-four (24) dates between November and March for the parties to meet and begin negotiations. We were hopeful that after SCTA presented its initial proposals for negotiations at our February 7, 2019 Board of Education Meeting, that this process would finally begin. However, your letter appears to once again delay our negotiations process.

Your letter also repeats assertions related to the District's budget, proposed budget cuts, and the 2017 Framework Agreement to which we have already responded. While we disagree with these assertions, I will not spend time again refuting them in this letter.

With the threat of state takeover looming, the stakes for our students and families could not be higher. They are depending on us to come together to save our schools by beginning negotiations as soon as possible. It appears from your letter that you are not willing to begin negotiations on a successor contract unless and until the District agrees to meet with SCTA, and the SCOE fiscal advisor, to discuss SCTA's ideas for the District's budget. We believe this meeting has already occurred and your proposals have been found to be inadvisable and/or significantly underestimating the savings to be achieved.

Earlier today, Mayor Darrell Steinberg communicated that he had secured a commitment from the California State Mediation and Conciliation Service to assign a neutral facilitator to help the District and leaders of SCTA commence negotiations. I appreciate and have accepted the Mayor's offer of assistance in this regard and hope that SCTA will do the same so that we can begin our work together. I will await word from the Mayor as to SCTA's response and the available dates of the facilitator if SCTA agrees to move forward with the Mayor's generous offer.

We look forward to partnering with you throughout this process.

Sincerely,

Jorge A. Aguilar
Superintendent